

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	PAGE 1 OF 74 PAGES
	NNA1173396R	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	July 8, 2011	

IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	4200373396	N/A

7. ISSUED BY Acquisition Division Attn: Ken Kitahara, M/S 213-13 NASA Ames Research Center Moffett Field, CA 94035-0001	CODE 0616	8. ADDRESS OFFER TO (If other than Item 7) Acquisition Division Attn: Ken Kitahara, M/S 213-13 NASA Ames Research Center Moffett Field, CA 94035-0001
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9. FOR INFORMATION CALL: ➤	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS
	Ken Kitahara	AREA CODE 650	NUMBER 604-3717	EXT.	

SOLICITATION

NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder.”

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

This solicitation shall result in the award of a 270 day Base Period and 60 day Option 1 firm fixed price construction contract for the replacement of the Steam Vacuum System NOx Emission Reduction System that supports the Ames arc jet steam vacuum pumping system located at NASA Ames Research Center, Moffett Field, California 94035 as defined in the specifications and drawings identified in Section J. SEE SECTION B AND C OF THE SCHEDULE.

E-MAIL OR FAXED OFFERS ARE NOT AUTHORIZED

The NAICS Code for this project is 238220 and the size standard is **\$14 Million**.

Contractor **SHALL** enter their cage code and DUNS number in block 14, page 2 of the SF 1442.

Contractors **MUST** provide representations and certifications electronically via the Business Partner Network (BPN) website: <http://orca.bpn.gov>. Contractors **SHALL** update the representations and certifications as necessary, but at least annually to ensure they are kept current, accurate and complete.

The following will not become a part of the resulting contract: Sections K, L, M, or Attachments J-9, J-10, J-11, J-12, and J-13.

Offeror **SHALL** be registered in the CCR and VETS100 systems before they can receive a Federal contract.

THIS PROCUREMENT IS ISSUED UNRESTRICTED AND SUBJECT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. ALL RESPONSIBLE SOURCES MAY SUBMIT AN OFFER

TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING NO LATER THAN JULY 19, 2011.

11. The Contractor shall begin performance within **10** calendar days and complete it within **330** calendar days after receiving ☐ award, ☒ the notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section C.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If “YES.” Indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (REFERENCE Contract Clause I.9, FAR 52.228-15)	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and **(5)** copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time **August 8, 2011**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee ☒ is ☐ is not required. (**For each Task Order**)
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
TIN: _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____		FAX: _____	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 120 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS ➤

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ➤	ITEM 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY SAME AS BLOCK 7	CODE	27. PAYMENT WILL BE MADE BY NSSC Shared Services Center Financial Management Division (FMD)-Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529 Email: nssc-AccountsPayable@nasa.gov FAX: 866-209-5415 **Include TIN with ALL progress payment requests**
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 28. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and you offer, and (b) this contract award. No further contractual document is necessary.
--	--

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

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**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specification, and drawings as specified in this contract.

CLIN 0001 – Base Period:

1. Item No.	2. Description	3. Qty	4. Unit	5. Price
01	Base Period, The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specification, and drawings as specified in this contract.	1	JB	\$ _____

Single Award Construction Contract (SACC): The contractor shall furnish all labor, equipment, material and services to install, and test the specified work and all work reasonably incidental thereto, in accordance with the attached specifications and the accompanied drawings. Work is to be performed for the Steam Vacuum System NOx Emission Reduction System that supports the Ames Arc Jet Complex located at NASA Ames Research Center, Moffett Field, California 94035, as defined in the specifications and drawings identified in Section J. All work is identified in the plans and specifications for the Steam Vacuum System NOx Emission Reduction System (Refer to Sect. C, 1.2 Scope).

Option Requirement

If the option is exercised pursuant to Clause 52.217-7, "OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C

CLIN 0002 – Option 1:

1. Item No.	2. Description	3. Qty	4. Unit	5. Price
02	Demolition of existing NOx scrubber Vacuum Sphere, structural supports, existing NOx scrubber tower, existing NOx scrubber surge holding tank, existing NOx scrubber surge waste tank, existing storage shed, existing chemical tank, and associated piping. (Refer to Sect. C, 1.2 Scope).	1	JB	\$ _____

(End of clause)

B.2 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of the Base Period (CLIN 001) \$_____.

The total firm fixed price of Option 1 (CLIN 0002) is \$_____.

The total firm fixed price for Base Period (CLIN001) and Option 1 (CLIN 0002) is \$_____.

(The Government will evaluate offers for award purposes by adding the total price of the Base Period and Option Period.)

— (End of clause)

[END OF SECTION]

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specification, and drawings as specified in this contract.

1.1 SUMMARY

The Contractor shall provide for the replacement of the existing NOx emission reduction system that supports the Ames Arc Jet Complex located at NASA Ames Research Center, Moffett Field, California 94035.

1.2 SCOPE – STEAM VACUUM SYSTEM NOx EMISSION REDUCTION SYSTEM

Existing NOx Removal System

NOx abatement currently is accomplished in three locations. Active abatement of NOx currently begins in the cross-over pipe from the final SVS condenser to the NOx scrubber sphere. Inside the 35 ft length of 18 inch diameter pipe a spray of 90 GPM of dilute caustic mixes with the effluent. The cross-over pipe enters a 75 ft diameter sphere containing additional caustic spray nozzles at a flow rate of approximately 1800 GPM. From the sphere the gas enters the vertical packed tower which is 10 feet diameter and a packing length of 20 feet. A caustic spray recirculates through the tower. Finally the flow exits the top of the tower into the atmosphere.

The scrubber operates over a wide range of load in terms of inlet gas flow rate and ppmv NOx. The existing system is very efficient for most cases, greater than 99% removal efficiency, but in severe cases efficiency has dropped to as low as 95%.

Objective

The objective of this acquisition and resulting final contract is to obtain services for a replacement of the existing NOx emission reduction system that will treat the process gas exiting the Arc Jet Steam Vacuum Pumping System and ensure continued compliance with local, state, and federal environmental laws. All equipment and controls shall be furnished that are necessary to automatically maintain abatement chemicals and/or systems required to effectively remove pollutant gases and to minimize the possibility of excess discharges due to fluctuations in gas flow or concentration. More specifically, the contractor will provide design-build services, equipment, labor and material to install the NOx emission reduction system. This will comprise of design-build, fabrication and installation of the NOx equipment, cooling system, interconnecting piping, structural frames and supports, installation of control systems, excavation, utilities such as electrical power.

The Arc Jet Complex is serviced by common facility support equipment that is shared among four active arc jet facilities. In many cases, the frequency of facility operations is determined by the availability of these support systems. Only one Arc Jet facility may be operated at any time because of safety considerations as well as the need to share common support equipment. Arc Jets typically operate 30 minute runs at one to eight times per day. Normal Arc Jet operations produce a test gas containing nitrogen oxides. The test gas passes through a steam-ejector vacuum system and into a NOx scrubber before discharging into the atmosphere. The NOx gases must be abated to prevent contaminating the ambient air. The abatement device, or scrubber, is the objective of this project. Each Arc Jet Complex has its own Bay Area Air Quality Management District (BAAQMD) Permit to Operate which defines the daily and yearly NOx limits. All four facilities share the common steam vacuum system and NOx Scrubber System. NASA anticipates that these four Arc Jets will continue to operate for the foreseeable future. A fifth Arc Jet (called LEAF) is proposed to be constructed and become operational at some time in the future.

The Steam Vacuum System (SVS) servicing the Arc Jet Complex is one of the largest steam-ejector vacuum systems of its type. The SVS provides the high-mass-flow vacuum conditions required for Arc Jet

facility operations. Each of the Arc Jets is plumbed into the SVS via large-diameter piping and isolation gate valves. The SVS consists of five stages of steam ejectors that are operated in series. The steam is provided by a natural-gas-fired boiler with a generating capacity of 225,000 pounds of steam per hour. Steam flowing through supersonic nozzles inside venturis creates the vacuum. Steam mixes directly with the Arc Jet effluent containing the NOx compounds, and water mixes in three steam condensers; therefore the NOx mixture is "wet" when entering the scrubber. Using all five stages, the system pumps to a blank-off (no flow) pressure of 80 microns of mercury. Five-stage operation can pump 0.5 lbm/sec of air while maintaining a plenum pressure of about 0.1 torr (100 microns). All Arc Jet s are started at five stages but typically reduce to four or three stages during the test runs.

The electric arc, used to generate the high test gas temperatures necessary for reentry simulation, disassociates and ionizes the Arc Jet air flow, which, during recombination, produces a significant volume of Nitrogen Monoxide (NO) and insignificant amounts of Nitrogen Dioxide (NO₂). The test gas stream that leaves the arc jet test chamber then enters a five stage SVS where the effluent encounters a steam ejectors and direct contact water deluge condensers.

Deliverables

The contractor shall furnish all labor, equipment, material and services to install, and test the specified work and all work reasonably incidental thereto, in accordance with the attached specifications and the accompanied drawings identified in Section J, List of Documents, Exhibits, and Other Attachments.

If the Option is exercised, the Option shall be completed no later than 60 days after the contract Base Period.

Major work items to be performed and priced as follows:

Scope includes all labor and materials required for a complete and fully operating system. The project consists of a Base Period (CLIN 0001) as well as an Option 1 (CLIN0002) as detailed in the attached drawings.

Base Period (CLIN 0001):

1. Remove existing foundations and pads.
2. Install SVS NOX Emission Reduction system with associated columns, pumps and piping.
3. Install cooling tower and heat exchanger with associated pumps and piping.
4. Install storage building with secondary containment to enclose NOX gas analyzer chemical feed pumps, control panel, motor control panel, and eye wash station.
5. Install NOX emission chart recorder and remote control and alarm inside the control room of bldg 234A Boiler plant with required connections from NOX emission analyzer to record NOX emissions.
6. Provide and install chemical tanks for NOX emission reduction system.
7. Perform commissioning and acceptance testing of all new systems.
8. Remove existing 18" SVS first stage piping at (E) flanged spacer section and install a 18" blind flange after NOX emission reduction system is completely installed and tested.
9. Install lighting on cooling tower and NOX emission reduction system.
10. Perform and submit a system hazard analysis.
11. Conduct integrated system test (IST) (Refer to attached Test Plan).

Option 1 (CLIN0002):

1. Demolition of existing NOx scrubber vacuum sphere, structural supports, existing NOx scrubber tower, existing NOx scrubber surge holding tank, existing NOx scrubber surge waste tank, existing storage shed, existing chemical tank, and associated piping.

(End of clause)

[END OF SECTION]

SECTION D
PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Date	Title
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

Clause Number	Date	Title
None included by reference		

(End of clause)

[END OF SECTION]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Date	Title
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

Clause Number	Date	Title
None included by reference		

(End of clause)

E.2 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (AUG 1996)

(a) *Definition.* Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

[END OF SECTION]

SECTION F
DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Date	Title
52.242-14	Apr-84	SUSPENSION OF WORK
52.242-15	Aug-89	STOP-WORK ORDER
52.242-17	Apr-84	GOVERNMENT DELAY OF WORK

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

Clause Number	Date	Title
None included by reference		

(End of clause)

F.2 PERIOD OF PERFORMANCE

The performance of the Base Period (including Option 1 if exercised) shall be for 330 days after receiving the Notice to Proceed

(End of clause)

F.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **270** calendar days after the date the contractor receives the notice to proceed for the Base Period. If exercised, the period of performance for each option will be an additional **60** calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.4 LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12) (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,500.00 for each calendar day of delay until the work is completed or accepted.

Phase Description Liquidated Damages for Each Calendar Day of Delay

1. All work required by the Base Period \$1,500
2. All work required by Option I \$1,500

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

—
(End of clause)

F.5 TIME EXTENSIONS (FAR 52.211-13) (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

F.6 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at such other locations as directed by the Contracting Officer.

(End of clause)

END OF SECTION

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

G.2 CONTRACT ADMINISTRATION

a. Following award, this contract will be administered by the Ames Research Center Acquisition Division. The address, telephone number, and fax number of the Contracting Officer are:

NASA Ames Research Center
Phone: (650) 604-3717
Acquisition Division
FAX: (650) 604-2593
Attn: Ken Kitahara
Email: kenneth.kitahara@nasa.gov
Moffett Field, CA 94035-0001

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the performance of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

- d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.
- e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

(End of clause)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

**G.4 SUBMISSION OF REQUESTS FOR PROGRESS PAYMENTS (NFS 1852.232-82)
(MAR 1989)**

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

(End of clause)

G.5 PROGRESS PAYMENTS

In compliance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, the Contractor shall submit a breakdown using the items, major parts, and components that were approved by the Contracting Officer's Technical Representative (COTR) for the approved schedule of construction (e.g. Bar Chart). The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. **The Contracting Officer MAY authorize material payments only for materials that are delivered to the site.**

(End of clause)

G.6 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following "Designated Billing Office:"

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Building 1111, Road C
Stennis Space Center, MS 39529

(b) For purposes of the Prompt Payment Act for Construction Contracts clause, the "Designated Payment Office" is:

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) - Accounts Payable
Building 1111, Road C
Stennis Space Center, MS 39529

Note: Invoices shall include the Contractor's Taxpayer Identification Number (TIN).

The contractor shall also submit to the Contracting Officer an advance copy of the invoice and all required supporting documentation prior to submitting the invoice to NSSC.

(End of clause)

G.7 SCHEDULING SYSTEM FOR PLANNING AND PROGRESS REPORTING

(a) The Contractor shall, within ten (10) calendar days after the notice to proceed, prepare and submit for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the various salient elements of the work (including acquiring materials, plant, and equipment). The schedule breakdown shall provide an appropriate amount of detail for all key elements or any element requested by the government, along with a

dollar value assigned for each element. The schedule shall easily indicate the percentage of work scheduled for completion by any given date during the performance period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits an approved schedule.

(b) The Contractor shall provide a monthly report of their actual progress in the format approved by the contracting officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in the required format to demonstrate how progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract including any time extension. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(d) The progress schedule and monthly report shall be prepared using standard commercially available computer software in a format approved by the government. The schedule will be reviewed with the Contracting Officers Technical Representative (COTR) and the contracting officer by the contractor at regular status meetings. Changes will be allowed to the progress schedule only if there is a change in the projects defined performance period. When changes are made to the performance period the revised schedule shall be submitted within ten (10) calendar days.

(e) The Contractor shall meet monthly with the COTR to discuss progress data submitted to determine and agree on the contractor's progress to date. When submitting the monthly report the contractor shall provide percent (%) complete, actual start (AS), actual finish (AF) and projected completion and/or remaining duration (RD) for each activity. The contractor will provide separate status for each Task Order. In addition, the contractor shall provide explanations for variance from the plan.

(f) Progress payments will be made pursuant to FAR clause 52.232-5 entitled "Payments Under Fixed Price Construction Contracts". No payment will be authorized until the monthly progress report has been submitted and no payment will be made for quantities exceeding the percentage of completion or the value assigned to each completed activity as agreed upon in the contractor's monthly progress report. Payment for an activity or group of activities will be withheld for the following reasons:

- (i) Failure to furnish the schedule as outlined above.
- (ii) Failure to furnish acceptable schedules for shop drawing and data submittals.
- (iii) Failure to furnish acceptable schedules for off-site procurement activities.
- (iv) Failure to furnish acceptable schedules for operation and maintenance data submittals.
- (v) Failure to furnish accurate and timely reporting of preceding 4 items.
- (vi) Performance of work out of sequence as shown on the project schedule, until the project schedule is revised and the logic corrected to show the item of work as being performed in its proper interrelationship to other items or work.

(End of clause)

**G.8 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1
(NFS 1852.245-76) (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment N/A of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at *[Insert applicable site(s) where property will be used]* and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

— (End of clause)

G.9 Occupancy Management Requirements. (NFS 1852.245-82) (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

[END OF SECTION]

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

Clause Number	Date	Title
52.236-13	NOV 1991	ACCIDENT PREVENTION (ALTERNATE I)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

Clause Number	Date	Title
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY

(End of clause)

H.2 AFFIRMATIVE PROCUREMENT

AP is the purchase of environmentally friendly products and services (i.e. products made from recycled or recovered materials). Federal agencies, their Contractors and subcontractors are required to maximize the purchase materials on the list of "EPA Designated Guideline Items" with the minimum recycled or recovered materials content whenever practicable according to RCRA 6002 and EO 13101. The requirements of RCRA 6002 include the following:

"The decision not to procure such items shall be based on a determination that such procurement items:

- (A) are not reasonably available within a reasonable period of time
- (B) fail to meet the performance standards set forth in the applicable specifications or fail to meet the reasonable performance standards of the procuring agencies
and/or
- (C) are only available at an unreasonable price.

Any determination under subparagraph (B) shall be made on the basis of the guidelines of the National Institute of Standards and Technology in any case in which such material is covered by such guidelines."

The Contractor shall provide AP approved items as specified within the contract documents. Submittals for AP items shall be provided for approval in accordance with Shop Drawing provisions. If the Contractor proposes to substitute an item that does not conform with AP requirements, the applicable Shop Drawing shall be accompanied by KSC Form 8-69, Contractor Request to Use Nonconforming Parts or Material (*Deviation/Waiver Request*) identifying the

reason for the proposed substitution.

Non-conforming items without approved D/W's will be rejected and the contractor shall be responsible for any costs and schedule impacts associated with replacing such non-conforming items at no additional cost to the Government.

At the conclusion of the project, the Contractor shall provide the Contracting Officer (CO) with a report itemizing all AP items used.

Detailed information on the EPA AP specified/approved products and manufacturers providing these products is available at www.epa.gov/cpg/products.htm.

Information on the Comprehensive Procurement Guideline (CPG) program as part of EPA's continuing effort to promote the use of materials recovered from solid waste is available at <http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm>

FORMS: http://q.arc.nasa.gov/qe/forms/recycle_waiver_req.pdf

(End of clause)

H.3 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this

contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph

(g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.4 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (FEB 2002) – Alternate I (FEB 2006)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect:

(1) The public;

(2) astronauts and pilots;

(3) the NASA workforce (including contractor employees working on NASA contracts);
and

(4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to

or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.5 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) -- ALTERNATE I (SEP 1989)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

H.6 DISPOSITION OF RESIDUAL MATERIAL

The removal of residual material is the responsibility of the Contractor and the practice of permitting employees

the opportunity to take this material home is prohibited.

(End of clause)

H.7 EQUITABLE ADJUSTMENTS (NFS 1852.243-72) (APR 1998) (OFFEROR FILL IN)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.8 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Price volumes of its proposal including revision(s) submitted in response to the solicitation entitled "**Steam Vacuum System NOx Emission Reduction System**" are hereby incorporated into this contract by reference.

(End of clause)

**H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFEROR**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I
CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.203-15	JUN 2010	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JAN 2011	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2011	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN

52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	JUN 2010	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION--DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-20	OCT 2010	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-38	SEP 2010	COMPLIANCE WITH VETERANS' REPORTING REQUIREMENTS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.222-99	JUN 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	SEP 2010	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	DEC 2007	PATENT INDEMNITY- CONSTRUCTION CONTRACTS
52.227-11	DEC 2007	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR
52.227-17	DEC 2007	RIGHTS IN DATA-SPECIAL WORKS
52.227-21	DEC 2007	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT-MAJOR SYSTEMS
52.227-22	JUN 1987	MAJOR SYSTEM-MINIMUM RIGHTS
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.228-1	SEP 1996	BID GUARANTEE
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-11	SEP 2009	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS

52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-16	AUG 2010	PROGRESS PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2008	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996 --	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT- ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236-25	JUN 2003	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.242-14	APR 1984	SUSPENSION OF WORK
52.243-4	JUN 2007	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.243-7	APR 1987	NOTIFICATION OF CHANGES
52.244-2	OCT 2010	SUBCONTRACTS
52.244-4	AUG 1998	SUBCONTRACTS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	AUG 2010	USE AND CHARGES
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.247-63	JUN 2003	PREFERENCE FOR U.S. - FLAG CARRIERS
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS
52.248-3	OCT 2010	VALUE ENGINEERING-- CONSTRUCTION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE 1)
52.249-7	APR 1984	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)
52.250-1	Apr 1984	INDEMNIFICATION UNDER PUBLIC LAW 85-804

52.253-1	JAN 1991	COMPUTER GENERATED FORMS
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II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE
NUMBER DATE TITLE

1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
1852.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
1852.227-19	DEC 2007	COMMERCIAL COMPUTER SOFTWARE—RESTRICTED RIGHTSE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

**I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

**I.3 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM
(FAR 52.217-7) (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an

option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor 30 days prior to the expiration of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.4 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2) (DEC 2007)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 2902.10 *et seq.*). For example, some USDA-designated items such as mobile equipment hydraulic fluids, diesel fuel additives, and penetrating lubricants are excluded from the preferred procurement requirement for the application of the USDA-designated item to one or both of the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.usda.gov/biopreferred>.

(End of clause)

I.5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FAR 52.223-3) (JAN 1997) - ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

(If none, insert "None") Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a

Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

I.6 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

I.7 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA- designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer in accordance with agency procedures.

(End of clause)

I.8 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (FAR 52.225-9) (SEP 2010)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations

have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of

the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

I.9 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FAR 52.225-10) (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of clause)

I.10 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002)

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --

- (1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after --

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be --

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

I.11 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1)(APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, **Deborah L. Feng, NASA Ames Research Center, Mailstop 200-9, Moffett Field, CA 94035-0001, 650-604-0256, e-mail Deb.Feng@nasa.gov**. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I-13 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide

coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I-14 ENGINEERING CHANGE PROPOSALS (NFS 1852.243-70) (OCTOBER 2001)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" [price or estimated cost] increase or decrease adjustment amount, if any, and the required [time of delivery or period of performance] adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" [price or estimated cost] and [delivery or period of performance] adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

(a) The following documents are attached hereto and made a part of this contract:

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-1	Specification No. K90032, entitled "Steam Vacuum System NOx Emission Reduction System"	6/4/10	311
J-1 Addendum	Amendment to Specification No. K90032	5/17/11	1
J-2	Drawings for the Steam Vacuum System NOx Emission Reduction System, A334A-5903	12/13/10	32
J-3	Scheduled Testing	TBD	TBD
	Test Plan	6/16/11	5
J-4	Davis Bacon Wage Determination CA100029, Modification 27	Rev. 7/01/11	44
J-5	Contractor's Safety and Health Plan *	TBD	TBD
J-7	Contractor's Small Business Subcontracting Plan * (Contractor Generated)	TBD	TBD
J-8	Small Business Subcontracting Plan Goals*	TBD	TBD

* To be incorporated at time of award or by subsequent modification. The plan shall be updated subsequent to contract award as required under the terms and conditions of the contract.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-9	Past Performance Questionnaire	NA	5
J-10	Bid Bond (PDF)	Rev. 1-90	2
J-11	Price Work Sheet	NA	1
J-12	KRED Form	NA	1
J-13	ACH Vendor/Miscellaneous Payment Enrollment Form	NA	1

(End of clause)

[END OF SECTION]

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.203-11	SEP 2007	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(End of provision)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

[] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.3 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS --REPRESENTATION (FAR 52.209-2) (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

K.4 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. —

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge

and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.5 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7)
(JAN 2011)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

K.6 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas..

(End of provision)

K. 7 PREPARATION OF PROPOSALS—CONSTRUCTION (FAR 52.236-28) (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those

forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

[END OF SECTION]

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.204-6	APR 2008	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-6	AUG 1999	BRAND NAME OR EQUAL
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS
52.222-5	JUL 2005	DAVIS-BACON ACT—SECONDARY SITE OF THE WORK
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
1852.228-73	DEC 1989	PATENT RIGHTS CLAUSE

(End of provision)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Ken Kitahara
FAX: (650) 604-3717
Email: kenneth.kitahara@nasa.gov
Address: NASA Ames Research Center
Mailstop 213-13
Moffett Field, CA 94035-0001

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted at least a week prior to receipt of offers to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.3 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L.4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-4) (JUN 1988)

NASA-Ames Research Center
Reliability and Quality Assurance Office
Trailer Area TA 3, Building T-041, Room 129
Mail Stop T-041-1
Moffett Field, CA 94035-1000
650-604-4901

(End of provision)

L.5 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (FAR 52.211-14) (APR 2008)

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of provision)

L.7 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade 19.6%

Goals for Female Participation for Each Trade 6.9%

These goals are applicable to all of the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects.

The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

- (e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Santa Clara County, California.

(End of provision)

L.8 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office

(GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ken Kitahara, Mailstop 213-13, NASA Ames Research Center, Moffett Field, California 94035-0001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.9 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for – 10:00 am on July 14, 2011.

Name: Ken Kitahara
Address: Building N213, Room 101A
NASA Ames Research Center
Moffett Field, CA 94035-1000

Telephone: (650) 604-3717
Email: kenneth.kitahara@nasa.gov

(c) Participants will meet at – Building N213, Room 261

(d) All interested offerors are urged and expected to inspect the site where construction services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(e) The site will not be open for inspection at any other time unless authorized by amendment to this solicitation. All offerors are required to have a valid state driver's license in order to sign-in at the NASA Ames Research Center Main Gate.

Due to "National Security", company representation shall be limited to a maximum of two people. **All participants in the site visit must be U.S. citizens.** Also, a valid driver license with picture identification will be required before access to the Center will be allowed.

L.10 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DECEMBER 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: July 14, 2011

Time: 10:00 am

Location: Building N213, Room 261

Other Information, as applicable: Prior arrangements must be made to attend the pre-proposal conference. Please submit an email request to Ken Kitahara at kenneth.kitahara@nasa.gov. Information needed to reserve a visitor's badge is 1) Full name of attendee, 2) Name of firm the attendee is representing, 3) Attendee must be a U.S. Citizen, and 4) A picture ID is required to obtain a visitor's pass.

(b) Attendance at the pre-proposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

L.11 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.12 BID BOND (NFS 1852.228-73) (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Attachment J-9, Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.13 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.14 MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988)

The Government estimated price range of this project is between \$1,000,000.00 and \$5,000,000.00.

(End of provision)

L.15 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three (3) volumes electronically and in hard copies as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 1442, Block 9
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 1442 Section B Bid Bond Standard Form (SF) 3881 Section K KRED Form	L.14(b)(2)	Electronic and Original and 5 Copies Letter may be included with Volume 1.
Volume I, Technical Acceptability Proposal	L.16(a)	Electronic and Original and 5 Copies
Technical Approach	L.16(a)A	
Safety and Health Plan	L.16(a)B	
Small Business Utilization	L.16(a)C	
Volume II, Past Performance	L.16(b)	Electronic and Original and 5 Copies
Volume II, Price Proposal	L.16(c)	Electronic and Original and 5 Copies

(2) Include a cover letter in Volume I of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments.

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.
- A complete description of any proposed teaming arrangements.
- A Standard Form 1442 with Blocks 14A through 20C completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.1, SUPPLIES/SERVICES TO BE PROVIDED, for the Base Offer Item and Option Items.

- ACH Vendor/Miscellaneous Payment Enrollment Form, SF 3881.
- A Bid Bond in accordance with FAR Clause 52.228-1, Bid Guarantee, in Section I of the solicitation. A Bid Bond form is included in this solicitation as Attachment J-10 (1 copy).
- A completed response to Section K, "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS."
- A completed KRED Form, Attachment J-12.
- A statement that the proposal is firm for a period of not fewer than **120** calendar days.
- A statement confirming a Monday through Thursday work week, i.e. 10 hrs work days for four (4) days per week.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 1442, Block 8, NO LATER THAN the date and time prescribed in Block 13 of the SF1442.

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, table of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Small Business Subcontracting Plan, if required, is also excluded from the page count limitation. Further page limitations are set forth in this Section L, Paragraph L.15, "Proposal Page Limitations."

(5) Electronic copies of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free **CD-R/CD-RW or USB** stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB stick. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(c) Technical Acceptability (Volume I). Technical information shall be included in the Technical Proposal. No price data shall be included. Information shall be precise, factual, current, detailed, and

complete. Offerors shall not assume that the Source Evaluation Committee is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in the written presentation. The proposal must specifically address each listed evaluation subfactor.

(d) Past Performance (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performance on projects of similar size, scope, and complexity to the requirements of this solicitation.

(e) Price Proposal (Volume III). Price proposals must contain pricing for all line items.

(End of provision)

L.16 PROPOSAL PAGE LIMITATIONS

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit
Cover Letter	No Limit
Volume I – Technical Acceptability Proposal	
Technical Approach	25
Safety and Health Plan	25
Small Business Utilization	No limit
Volume II – Past Performance Proposal ¹	12 ¹
Volume III – Price Proposal	No limit

¹ These limits do not apply to past performance questionnaire responses.

(b) A written page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides and shall contain Times New Roman font text with a size not smaller than 12 point. Foldouts shall not exceed 11" x 17" and each page shall count as two 8-1/2" x 11" pages. All text, diagrams, charts, tables, and photographs shall contain Times New Roman font text in a size no smaller than 10 point. Pages may be double sided and counted as two (2) pages with double-sided foldouts counting as 4 pages (2 per side).

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are **excluded** from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(End of provision)

L.17 PROPOSAL PREPARATION—SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Technical Acceptability

- Past Performance
- Price

Proposal shall be submitted in a format that follows the format of the factors and their subfactors. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M)

(a) **Technical Acceptability Proposal (Volume I):** The Technical Acceptability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed, and complete. Offerors must not assume that the evaluation team is aware of their company's abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of the work.

The content of the Offeror's Technical Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. If the evaluation team determines that a proposal does not adequately demonstrate the Offeror's ability to perform the work with the resources proposed, the evaluation team may determine this to be a technical weakness, adversely affecting the Offeror's technical rating, if appropriate. This integration between technical findings and price is critical to accomplishing price reasonableness.

The Technical Acceptability Proposal shall address the following subfactors:

INDEX OF TECHNICAL ACCEPTABILITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Technical Approach	Technical and management plan/ approach, ability to meet all required regulatory requirements, construction schedule	Documented /Written
B	Safety and Health	Safety and Health Plan	Written
		Recent OSHA Form 300	Documented
C	Small Business Utilization	Small Business Subcontracting	Written
		Commitment to the Small Business Program	Written

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Technical Acceptability subfactors as there are no discrete point values to any of the elements.

The aforementioned paragraphs are further explained as follows:

A. **Technical Approach (Subfactor):** The Statement of Work included in this solicitation serves as the Government's baseline requirement (Base Period (CLIN 0001) and Option 1 (CLIN 0002)). The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The technical acceptability will be rated based on a met/unmet basis, with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U).

The Government baseline requirements listed in the following table must be met with a rating of Acceptable in order to be considered technically acceptable:

Government Baseline Requirement	All of the following must be met with a rating of Acceptable:
Refer to Section C, DESCRIPTION/SPECIFICATION/STATEMENT OF WORK	<ul style="list-style-type: none"> • The offeror shall demonstrate prior to contract award that they/subcontractor(s) are currently licensed to perform work within the state of California. The contractor/

	<p>subcontractor shall provide copies of their a) California A. General Engineering contractor license, b) California C 10 Electrical contractor license, & c) California C 21 Building moving/ Demolition Contractors license.</p> <ul style="list-style-type: none"> • The offeror shall provide “U” stamp welding certification. • The offeror shall provide system life cycle cost including cost per unit pound of NOx that is abated. • The offeror shall provide a management plan that is appropriate for this requirement. Plan shall include; <ul style="list-style-type: none"> ○ Schedule of work including procurement of equipment. <ul style="list-style-type: none"> ▪ A Gantt chart that provides information on duration, beginning and end dates for the different task. ▪ Gantt chart shall span the whole period of performance from notice to proceed to period of commissioning the facility. ○ Expenditure vs. time outlook throughout the project (Burn Rate) ○ Potential list of sub contractors including a letter or such proving that the sub contractor has been notified of the potential work. • The offeror shall provide a work plan both for construction (CLIN 0001) and demolition (CLIN0002). The work plan both for construction and demolition shall include: <ul style="list-style-type: none"> ○ Identification of all risks in implementing the work plan and potential mitigations to the risks ○ Implementation of all safety and regulatory elements ○ Demolition plan that details the following: <ul style="list-style-type: none"> ▪ Draft Procedure for demolition of the existing foundations ▪ Draft Procedure for the demolition of the existing NOx system.
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B. Safety and Health Plan (Subfactor):

The Offeror shall submit a detailed written safety and health plan that includes a complete and comprehensive response to the safety and health hazards that can be expected during the course of this

contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3 (<http://nodis.hq.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>) and APR 1700.1 (<http://server-mpo.arc.nasa.gov/Services/CDMSDocs/User/DirSeaNoGet.taf?function=search&DirNumberTxt=1700>), and shall also include those listed below.

- (1) Management Leadership and Employee Participation
 - Statement of the Offeror's corporate safety policy
 - Statement of specific goals and objectives to be met
 - Description of management's procedures for implementing its commitment to Safety and Health including description of processes and procedures for making this plan visible in all contract and subcontract activities and products
 - Description of procedures to promote and implement employee involvement
 - Description of line and staff responsibilities for Safety and Health program implementation
 - Description of procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful manner
 - Description of the method for internal program evaluation
 - Description of approach to document Safety and Health program performance
 - Identification of procedures used to assure that the Offeror's procurements are reviewed for safety considerations
- (2) Workplace Analysis
 - Description of the methods for identification of workplace hazards including the procedures and techniques used to compile an inventory of hazards associated with the work to be performed
 - Description of requirements and procedures for regular inspections and evaluations of work areas and implementation of corrective actions and emergency plan updating
 - Description of methods for encouraging employee reporting of hazardous conditions
- (3) Mishap Investigation and Workplace Analysis
 - Description of methods to assure reporting and investigation of mishaps including corrective actions implemented to prevent recurrence
 - Description of approach to performing trend analysis of data via Accident/Incident Summary Reports, and Log of Occupational Injuries and Illnesses
- (4) Hazard Prevention and Control
 - Description of approach to consideration and selection of controls
 - Description of methods to assure relevant hazardous situations and proper controls are identified in documentation, such as, inspection procedures, test procedures, etc.
 - Description of procedures for obtaining, inspecting, and maintaining protective equipment
 - Description of responsibilities for maintaining facilities baseline documentation in accordance with Center requirements
 - Description of approach to preventive maintenance
 - Description of your medical surveillance program to evaluate personnel and workplace conditions
- (5) Emergency Response
 - Description of approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental releases, earthquakes, etc.
- (6) Safety and Health Training
 - Description of Offeror's internal training program including identification of responsibility for training employees to assure understanding of safe work practices.
 - Describe personnel certification programs, and approaches to ensure that training is retained and practiced.

This plan, as approved by the Contracting Officer, shall be included in any resulting contract as Attachment J-5 [See Section J, J.1(a)]. The Safety and Health Plan shall be part of the contract and updated

as appropriate during the life of the contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

The Offeror shall submit a recent copy of the Offeror's OSHA Form 300 as submitted to OSHA.

C. SMALL BUSINESS UTILIZATION SUBFACTOR

All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level. The Small Business Plan shall be part of the contract and updated as appropriate during the life of the contract.

All Offerors are required to respond to the Commitment to the Small Business Program.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) Required by the FAR:

(i) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan with Alternate II". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(ii) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

Small Businesses (SB)	15%
Small Disadvantaged Business Concerns (SDB)	8%
Women Owned Small Business Concerns (WOSB)	3%
Historically Black Colleges and Universities (HBCU)/Minority Institutions(MI)	0%
HUBZone Small Business Concerns (HBZ)	1%
Veteran Owned Small Business Concerns (VOSB)	2%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1%

(iii) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-7 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the

subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall complete Attachment 8, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M:

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	\$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100percent if any dollars are subcontracted).

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(b) Past Performance (Volume II):

The goal of this factor is to obtain information regarding the Offeror and major subcontractors' relevant past performance for the same or similar requirements similar in size, content, and complexity to the requirements of the current acquisition specifically in the areas of project management, cost, quality control, and safety and security. "Major subcontractors," for purposes of this solicitation, is defined by this solicitation as those subcontractors providing a total contract value of \$100,000.00 per year or \$500,000.00 for the five (5) year inclusive effort. "Offeror" and "major subcontractor," for purposes of this solicitation include predecessor companies.

At a minimum, the Past Performance Proposal shall include the following:

A list of relevant contracts for the Offeror and each major subcontractor: A maximum of 3 contracts for the Offeror and 3 contracts per major subcontractor. A relevant contract is in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently on-going, involving types of related effort. If the design requirement of any of the relevant contracts was subcontracted, provide a list of not more than three of the subcontractor's relevant contracts in the past three (3) years, or currently on-going, involving types of related effort. These contracts shall demonstrate the Offeror's and major subcontractors' capabilities to perform this requirement and should be similar in size, content, and complexity to the contract expected to be awarded from this solicitation. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry

contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable.

The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be obtained through the Government's Contractor Performance Assessment Reporting System (CPARS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

A. Information Provided by Offerors Major Subcontractors and Design Subcontractor (if applicable). Information regarding management and relevant technical performance, safety and security, and contract management shall be supplied by the Offeror, major subcontractors, and design subcontractor (if applicable) for the reference contracts that are identified in the paragraphs above (see (b) above). The Offeror shall provide the other information described below.

- (1) **Relevant Technical Performance.** The Offeror, major subcontractors, and design subcontractor (if applicable) should provide any management and technical performance information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- Ability to deliver the project that meets or exceeds performance requirements within cost estimates and schedule.
- Ability to effectively manage and control subcontractor performance.
- Ability to resolve unexpected problems in a timely, effective manner.
- Overall responsiveness to communicating and interfacing with the Government.
- Effectiveness of jobsite supervision.
- Compliance with labor standards..
- Adequacy of quality control.

For each contract identified in paragraph (1) above, specify the contract type, contract amount and explain the reason for each change proposal, if any.

- (2) **Safety and Security.** The Offeror and major subcontractors should provide any safety and security information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- Adequacy of Safety Plan and implementation of plan.
- Adherence to established security procedures.

- (3) **Contract Management.** The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to price and schedule constraints
- Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives
- Ability to meet applicable goals for small business participation under contracts that required subcontracting plans

- Effectiveness of contract closeouts and payment of subcontractors

B. Reference Information. The following information shall be supplied by each Offeror, major subcontractor, and design subcontractor (if applicable). All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. If the Offeror, major subcontractor, and design subcontractor (if applicable) does not have enough reference to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

- (1) Each Offeror, major subcontractor, and design subcontractor (if applicable) shall complete Section I of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
- (2) Each Offeror, any proposed major subcontractor and design subcontractor (if applicable) shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than three (3) relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value/\$500,000 for design subcontractor (if applicable), received in the past three (3) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) list above. **The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to the proposal due date.**
- (3) Ten (10) days prior to the proposal due date, each Offeror shall provide the NASA Ames Research Center Contracting Officer a list of contracts from whom the Offeror's team (Offeror and any proposed major subcontractor/s) have requested past performance information and send that list via email to kenneth.kitahara@nasa.gov.

(c) Price Proposal (Volume III):

(1) An original and two (2) copies of the price proposal shall be provided on the SF 1442, Solicitation, Offer, and Award, and Section B included at the beginning of this solicitation. Blocks 14 through 20C of the SF 1442 shall be completed. The offeror shall submit an Attachment J-11, Pricing Worksheet, completed in its entirety. The offeror shall complete clauses B.1, B.2, and Attachment J-11 in its entirety. Failure to properly complete B.1, B.2, and Attachment J-11 shall result in the Offeror's proposal deemed non-responsive and removed from further consideration.

(End of provision)

L.18 LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81) (DEVIATION) (SEP 2007)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. This property must be used on the contract as shown in the plans and specification.

Item Description: NONE

(b) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

[END OF SECTION]

SECTION M
EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(End of provision)

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the options(s).

M.3 EVALUATION APPROACH

(a) **General.** The contract award will be based on the evaluation of three (3) factors: Technical Acceptability (Volume I), Past Performance (Volume II), and Price (Volume III). The Government will award a contract resulting from this solicitation to the Offer whose proposal represents the best value after evaluation.

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to submit proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government

using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the simplified process prescribed in this RFP based on FAR 52.215-1(f) and pertinent sections of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. The Government reserves the right to hold discussions if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation. Accordingly, Offerors are advised that the Government may not afford them the opportunity to address weaknesses within their respective FPR.

(5) The Source Evaluation Team (SET) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by the evaluation committee, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) **Evaluation Factors.** The following factors shall be used to evaluate offers:

- (1) Technical Acceptability
- (2) Past Performance
- (3) Price

A general definition of some of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

The evaluation will be based on the information presented in the written proposal for each evaluation factor. The proposal must specifically address each listed evaluation factor.

(1) **Technical Acceptability Factor.** The Offerors will be evaluated and rated based on the Technical Acceptability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Technical Acceptability subfactors as there are no discrete point values to any of the elements.)

INDEX OF TECHNICAL ACCEPTABILITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Technical Approach	Technical and management plan/ approach, ability to meet all required regulatory requirements, construction schedule	Documented /Written
B	Safety and Health	Safety and Health Plan	Written
		Recent OSHA Form 300	Documented
C	Small Business Utilization	Small Business Subcontracting	Written
		Commitment to the Small Business Program	Written

A. Technical Approach (Subfactor): The Statement of Work included in this solicitation serves as the Government's baseline requirement. The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The technical acceptability will be rated based on a met/unmet basis, with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U).

The Government baseline requirements listed in the following table must be met with a rating of Acceptable in order to be considered technically acceptable:

Government Baseline Requirement	All of the following must be met with a rating of Acceptable:
Refer to Section C, DESCRIPTION/SPECIFICATION/ STATEMENT OF WORK	<ul style="list-style-type: none"> • The offeror shall demonstrate prior to contract award that they/subcontractor(s) are currently licensed to perform work within the state of California. The contractor/sub-contractor shall provide copies of their a) California A. General Engineering contractor license, b) California C 10 Electrical contractor license, & c) California C 21 Building moving/ Demolition Contractors license. • The offeror shall provide "U" stamp welding certification. • The offeror shall provide system life cycle cost including cost per unit pound of NOx that is abated. • The offeror shall provide a management plan that is appropriate for this requirement. Plan shall include: <ul style="list-style-type: none"> ○ Schedule of work including procurement of equipment. <ul style="list-style-type: none"> ▪ A Gantt chart that provides information on duration, beginning and end dates for the different task. ▪ Gantt chart shall span the whole period of performance from notice to proceed to period of commissioning the facility. ○ Expenditure vs. time outlook throughout the project (Burn Rate) ○ Potential list of sub contractors including a letter or such proving that the sub contractor has been notified of the potential work. • The offeror shall provide a work plan both for construction (CLIN 0001) and demolition (CLIN0002). The work plan both for construction and demolition shall include: <ul style="list-style-type: none"> ○ Identification of all risks in implementing the work plan and potential mitigations to the risks ○ Implementation of all safety and regulatory elements ○ Demolition plan that details the following: <ul style="list-style-type: none"> ▪ Draft Procedure for demolition of the existing foundations ▪ Draft Procedure for the demolition of the existing NOx system.

This subfactor's acceptability evaluation will be based on a met/unmet basis, with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U).

Definition of Technical Acceptability Ratings

Acceptable (A)	Met rating for this aspect of the proposal.
*Potentially Acceptable (PA)	After the initial evaluation, the rater anticipates additional information could be provided by an offeror during discussions would result in a proposal rating of Technically Acceptable ("met") for this technical aspect of the proposal.
Unacceptable (U)	Unmet rating and failure for this aspect of the proposal.

*A proposal is rated "Potentially Acceptable" when after the initial evaluation, the rater anticipates additional information that could be provided by an offeror during clarifications or discussions would result in a proposal rating of Technically Acceptable ("met"). The offeror will need to revise or further explain their proposal. If, upon review of the new or revised information, the proposal does not meet the government's requirements, a "Technically Unacceptable" rating may be warranted. **Although an offeror may receive a rating of "Potentially Acceptable," it does not guarantee that discussions will be held or that the offeror will automatically be included in the competitive range if discussions are held.**

B. Safety and Health Plan: The Offeror's Safety and Health Plan will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness of the offeror's response to the management of safety and health hazards that will be expected during the course of this contract in accordance with NPR 8715.3 and APR 1700.1. The plan shall also be evaluated for the following:

The Offeror shall submit a detailed written Safety and Health Plan that is a complete and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3 and APR 1700.1, and shall include, at a minimum, those listed below (per Appendix A of APR 1700.1):

(a) Management Leadership and Employee Participation

- Statement of the Offeror's corporate safety policy
- Statement of specific goals and objectives to be met
- Description of management's procedures for implementing its commitment to Safety and Health including description of processes and procedures for making this plan visible in all contract and subcontract activities and products
- Description of procedures to promote and implement employee involvement
- Description of line and staff responsibilities for Safety and Health program implementation
- Description of procedures for ensuring that management and employees will be held accountable for implementing their tasks in a safe and healthful manner
- Description of the method for internal program evaluation
- Description of approach to document Safety and Health program performance
- Identification of procedures used to assure that the Offeror's procurements are reviewed for safety considerations

(b) Workplace Analysis

- Description of the methods for identification of workplace hazards including the procedures and techniques used to compile an inventory of hazards associated with the work to be performed
- Description of requirements and procedures for regular inspections and evaluations of work areas and implementation of corrective actions and emergency plan updating

- Description of methods for encouraging employee reporting of hazardous conditions
- (c) Mishap Investigation and Workplace Analysis
 - Description of methods to assure reporting and investigation of mishaps including corrective actions implemented to prevent recurrence
 - Description of approach to performing trend analysis of data via Accident/Incident Summary Reports, and Log of Occupational Injuries and Illnesses
- (d) Hazard Prevention and Control
 - Description of approach to consideration and selection of controls
 - Description of methods to assure relevant hazardous situations and proper controls are identified in documentation, such as, inspection procedures, test procedures, etc.
 - Description of procedures for obtaining, inspecting, and maintaining protective equipment
 - Description of responsibilities for maintaining facilities baseline documentation in accordance with Center requirements
 - Description of approach to preventive maintenance
 - Description of your medical surveillance program to evaluate personnel and workplace conditions
- (e) Emergency Response
 - Description of approach to emergency preparedness and contingency planning which addresses fire, explosion, inclement weather, environmental releases, earthquakes, etc.
- (f) Safety and Health Training
 - Description of Offeror's internal training program including identification of responsibility for training employees to assure understanding of safe work practices. Describe personnel certification programs, and approaches to ensure that training is retained and practiced

The Safety and Health Plan evaluation will be based on a met/unmet basis, with assigned ratings of Acceptable (A) or Unacceptable (U).

Definition of Safety and Health Ratings

Acceptable (A)	Met rating for this aspect of the proposal.
Unacceptable (U)	Unmet rating and failure for this aspect of the proposal.

C. Small Business Utilization

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of

meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

The SBU evaluation will be based on a met/unmet basis, with assigned ratings of Acceptable (A) or Unacceptable (U).

Definition of SBU Ratings

Acceptable (A)	Met rating for this aspect of the proposal.
Unacceptable (U)	Unmet rating and failure for this aspect of the proposal.

(2) **Past Performance Factor.** The Government will evaluate the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. The Government may also evaluate subcontractors' past performance on relevant projects. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offeror to the agency and other organizations as either a prime or subcontractor. In addition, the relevancy of the example projects will be evaluated to determine the offeror's capability to successfully complete this requirement as described in Section C of this solicitation.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2). The Government will obtain past performance information as stated in Section L. The Government will evaluate this information in accordance with the criteria incorporated in this solicitation and assign strengths and weaknesses.

Past Performance is assigned a level of confidence rating. When applying the definitions below to arrive at a confidence rating, the evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral/Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

The goal of this factor is to evaluate information regarding the Offeror and major subcontractors' relevant past performance for the same or similar requirements similar in size, content, and complexity to the requirements of the current acquisition specifically in the areas of technical capability, project management, quality control, safety and security, small disadvantage business utilization, and cost. "Major subcontractors," for purposes of this solicitation, is defined by this solicitation as those subcontractors providing a total contract value of \$100,000.00 per year or \$500,000.00 for the five (5) year inclusive effort. "Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies.

(i) **Evaluation of Information Provided by Offerors and Major Subcontractors.** The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The relevant experience shall also be subject to the past performance evaluation. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Safety and Security, and Contract Management. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

(3) **Price Factor.** This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. The proposed price shall be analyzed to determine the price and associated risks of doing business with an Offeror based upon the Offeror's technical acceptability and past performance for the proposed price. It is not numerically scored. Price evaluation will not be based upon absolute standards or given an adjectival rating, but will be an assessment of the reasonableness of the

proposed price. The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- Comparison of proposed price with the independent Government estimate;
- Comparison of proposed price to all other proposed prices
- Analysis of price for unbalanced items.

(End of provision)

M.4 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's need in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.3, Evaluation Approach.

(b) The final overall Technical Acceptability Factor will be assessed an acceptable or unacceptable rating.

(c) Past Performance is assigned a level of confidence rating. The minimum Level of Confidence required for award is **MODERATE**. A rating of Neutral/Unknown Confidence will also be considered for award.

(d) The total proposed price which includes the Base Period (CLIN001) and Option 1 (CLIN 0002) will be evaluated for reasonableness relative to an Offeror's technical acceptability and past performance. When all factors are considered equal between competing offers, the offer with the lowest price will be considered the best valued offer.

(e) The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(f) Technical Acceptability and Past Performance are approximately equal to each other and when combined, are slightly more important than Price.

(End of provision)

[END OF SECTION]